

AMENDMENT NO. 1

This Amendment modifies Contract No. 13-88-081B, for Domestic Violence Partner Abuse Intervention Program Services by and between the County of Cook, Illinois, herein referred to as "County" and Advance Inc., authorized to do business in the State of Illinois hereinafter referred to as "Contractor";

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on May 8, 2013, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Domestic Violence Partner Abuse Intervention Program Services (hereinafter referred to as the "Services") from June 1, 2013 through May 31, 2016, with two (2) one (1) year renewal options, in an amount not to exceed \$215,000.00; and

Whereas, the Contract will expire May 31, 2016, and the agreed upon Services are still required; and

Whereas, a renewal is desired for the continuation of Services; and

Whereas, an increase in the amount of \$100,000.00 is required for the continuation of Services; and

Whereas, the County and Contractor desire to renew the Contract for one (1) one (1) year renewal beginning on June 1, 2016.

Whereas on July 17, 2013, the Cook County Board of Commissioners passed Ordinance 13-O-35 (the "Ordinance") which modifies the Cook County Procurement Code ("Procurement Code") by adding a definition for "Professional Social Service Contract" or "Professional Social Service Agreement" to Section 34-121 of the Procurement Code;

Whereas, Ordinance 13-O-35 further amended the Procurement Code by adding Section 34-146, which requires that any Contractor performing services under a Professional Social Service Agreement or Professional Social Service Contract is to provide an annual performance report to the Using Agency that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes;

Whereas, the County and Contractor desire to amend the Contract to include the requirements for Professional Social Service Contract or Professional Social Service Agreement;

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through May 31, 2017.
2. The Contract is increased by \$100,000.00 and the Total Contract Amount is revised to \$315,000.00.
3. Article 3 Duties and Responsibilities of the Contract is amended by adding the following provision as subsection I) Professional Social Service Agreement:

In accordance with 34-146, of the Cook County Procurement Code, all Contractors or providers providing services under a Professional Social Service Contract or Professional Social Services Agreement, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Contractor or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

4. Subsection b) Method of Payment of Article 5) Compensation of the Contract is deleted in its entirety and amended by adding the following provision as subsection:

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that

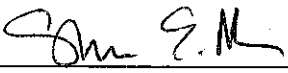
any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

5. The attached Identification of Subcontractor/Supplier/Subconsultant Form, MBE/WBE Utilization Plan forms, and Economic Disclosures Statement and Execution Document and are incorporated and made a part of this Contract.
6. This Amendment is hereby incorporated and made part of the Agreement. In the event of inconsistencies between the terms of this Amendment and the Agreement, this Amendment shall take precedence.
7. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

County of Cook, Illinois

By: 
Chief Procurement Officer

By: Not Required
State's Attorney (if applicable)

Avance, Inc.


Signed

Jorge Arzeta
Type or print name

Director
Title

Date: 20 May 2016

Date: 5-6-16

ATTACHMENT

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:

- ☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 13-88-081B	Date: 4/15/16
Total Bid or Proposal Amount: \$100,000	Contract Title: Domestic Violence - PAIP
Contractor: Avance Inc	Subcontractor/Supplier/ Subconsultant to be added or substitute: Grace Enterprises Inc.
Authorized Contact for Contractor: Jorge Argueta	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Titus Egan
Email Address (Contractor): avancecounseling@ bcsglobal.net	Email Address (Subcontractor): titus@graceprinting.com
Company Address (Contractor): 4765 N Lincoln	Company Address (Subcontractor): 8130 St Louis Ave
City, State and Zip (Contractor): Chicago IL, 60625	City, State and Zip (Subcontractor): Skokie IL, 60076
Telephone and Fax (Contractor): (773) 93-1770 (773) 93-3890	Telephone and Fax (Subcontractor): (847) 423-2100
Estimated Start and Completion Dates (Contractor): 6-1-16 - to 6-1-17	Estimated Start and Completion Dates (Subcontractor): 6-1-16 to 6-1-17

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Printing Supplies, letter-heads, flyers, etc	\$3,000

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor: Avance Inc
 Name: Jorge Argueta, Director
 Title: _____
 Prime Contractor Signature: _____ Date: 4/15/16



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

May 6, 2016

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 13-88-081B (Amendment No.1)
Domestic Violence Partners Abuse Invention Program Services
Cook County Circuit Court Adult Probation and Social Services Department

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

Bidder: Avance, Inc.

Original Contract Value: \$215,000.00

Increased Contract Value: \$100,000.00 (Amendment No. 1)

New Contract Value: \$315,000.00

Contract Extension: 12 months

New Contract Term: June 1, 2016 through May 31, 2017

Contract Goal: 35% MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Golden Press, Inc.	MBE (8)	City of Chicago	5% (Indirect)

Full MBE Waiver Granted: Due to the specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide to enable the contractors to utilize MBEs and/or WBEs in accordance with the applicable participation.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ate

Cc: Nicole Large, OCPO
Maureen Noonan, Adult Probation
Enclosures: Revised MBE/WBE forms

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

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1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
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15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions - Section 18.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- ☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- ☒ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at www.cookcountylil.gov/contractcompliance)
- ☐ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2).

II. ☒ Direct Participation of MBE/WBE Firms ☐ Indirect Participation of MBE/WBE Firms

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Golden Press Printing Inc
Address: 6037 N Mason Ave Chicago IL 60646
E-mail: gppi86@sbcglobal.net
Contact Person: Alberto Co Phone: (773) 775 2622

Dollar Amount Participation: \$ 5,000

Percent Amount of Participation: 5% %

*Letter of Intent attached? Yes ☒ No ☐
*Current Letter of Certification attached? Yes ☒ No ☐

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

**Cook County Government
M/WBE Reciprocal Certification Affidavit**

Firm Name Golden Press Printing Inc
Address 6037 N Mason Ave City Chicago IL
County Cook State IL Zip 60646
Phone (773) 775-2622 Email gppi86@sbcglobal.net

I Alberto Co
(Authorized Representative) (Print Title)
of Golden Press Printing Inc do hereby affirm:
(Name of Firm)

1) Golden Press Printing Inc is a Minority and/or Women Business Enterprise
(Name of Firm)

currently certified by the City of Chicago as: ☐ Black- ☐ Hispanic- ☒ Asian- ☐ Woman-owned business.

2) With respect to Golden Press Printing Inc the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) does not exceed \$2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of Golden Press Printing Inc.
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I Alberto Co affirm that, to the best of my
(Authorized Representative)

knowledge and belief, the information herein is true and accurate.

Signature [Signature] Title PRESIDENT Date MAY 5, 2016

Subscribed and sworn to before me this 5 day of May / 2016
(Month) (Year)

Ivan Zdero
(Notary's Signature)



My Commission Expires 9/23/18

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Golden Press Inc.

Certifying Agency: City of Chicago

Contact Person: Alberto Co

Certification Expiration Date: 12-1-2016

Address: 6037 N Mason Ave

Ethnicity: Filipino-American

City/State: Chicago IL Zip: 60646

Bid/Proposal/Contract #: B-88-08 B

Phone: 752622 Fax: 752637

FEIN #: 36-4121917

Email: gpp186@sbcglobal.net

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Printing client's materials, letter heads, receipts, brochures, clients handouts, intake forms, fliers, marketing materials and training materials

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$ 5,000 (5%)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE): Alberto Co

Signature (Prime Bidder/Proposer): Jose Argueta

Print Name: GOLDEN PRESS PRINTING, INC.

Print Name: Arance Inc

Firm Name: MAY 5, 2016

Firm Name: S-S-16

Date: _____

Date: _____

Subscribed and sworn before me

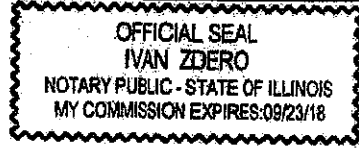
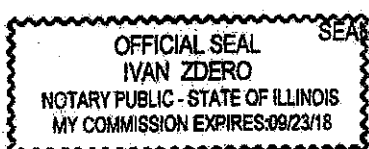
Subscribed and sworn before me

this 5 day of May, 2016

this 5 day of May, 2016

Notary Public: Ivan Zdero

Notary Public: Ivan Zdero



PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐

FULL MBE WAIVER

☐

FULL WBE WAIVER

☒

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

5

% of Reduction for MBE Participation

% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

☐

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)

☒

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)

☐

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)

☐

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Attach of copy written solicitations made)

☐

(2) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)

☐

(3) Timely notified and used the services and assistance of community, minority and women business organizations. (Attach of copy written solicitations made)

☐

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Attach supporting documentation)

☐

(5) Engaged MBEs & WBEs for direct/indirect participation. (Please explain)

See attached letter

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.



5/5/2016

Procurement, Office of the Chief Procurement Officer
Cook County Government
118 N. Clark Street
Chicago, IL 60602

Regarding: Cook County Contract No. 13-88-081B Amendment No. 1
Prime Bidder Proposer: Avance Inc.

This letter is a formal petition to request a waiver regarding contract: 13-88-081B, to reduce the MBE/WBE participation from 35% to 5%.

Our Partner Abuse Intervention Program (PAIP) is a psychoeducational program for domestic violence perpetrators. We serve individuals referred by the Cook County Adult Probation and Social Service Department. Our curriculum uses cognitive behavioral and psychoeducational interventions from various domestic violence models.

The format of these interventions use a didactic approach, therefore, as indicated by section B (2) of the petition for waiver of MBE/WBE participation, the specifications and necessary requirements for performing the contract make it economically infeasible to divide the contract to enable the contractor to utilize MBEs in accordance with the applicable participation.

Our PAIP services rely mainly on printing materials, brochures, intake forms, client handouts, business cards, and letter heads in order to effectively facilitate and conduct our domestic violence interventions, and based on financial estimations, a \$5,000 (5%) participation is respectfully requested.

Our PAIP and domestic violence program is an evidence-based program that conducts ongoing qualitative and quantitative statistical analyses to ensure that we meet the goals and mission of the Illinois Protocol for partner abuse intervention programs and the goals and objectives of your department. Our long-term mission is to ensure that we diminish and prevent domestic violence recidivism in our communities, and help our families and victims break their cycle of abuse so that we can lessen the negative effects that domestic violence brings to our families.

Shall you have any questions regarding this matter, do not hesitate to call me at (773) 293-1770.

Respectfully,

Jorge Argueta, D.B.A., M.A., CADC

Helping Children, Men and Women



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

APR 22 2015

Jimmy Co
Golden Press Printing, Inc.
5940 N. Milwaukee
Chicago, IL 60646

Dear Jimmy Co:

We are pleased to inform you that **Golden Press Printing, Inc.** has been recertified as a **Minority - Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **12/01/2016**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual **No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual **No-Change Affidavit**. Your firm's **annual No-Change Affidavit** is due by **12/01/2015**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual **No-Change Affidavit** may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/01/2016**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/01/2016**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual **No-Change Affidavit** within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

Golden Press Printing, Inc.

Page 2 of 2

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

323110 – Printing (Commercial and Lithographic)

323115 – Commercial Digital Printing

Your firm's participation on City contracts will be credited only toward **Minority – Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority - Owned Business Enterprise (MBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/ab

05-03-16P03:40 RCVD

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
<u>None</u>	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: X No: _____

b) If yes, list business addresses within Cook County:

4765 N. Lincoln Ave. Ste 203/204
Chicago, IL 60625

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name Avance Inc.

D/B/A: _____ FEIN NO.: 36-4355783

Street Address: 4765 N. Lincoln Ave. Ste 203/204

City: Chicago State: IL Zip Code: 60625

Phone No.: 473-293-1770 Fax Number: 473-293-3890 Email: avancecounseling@sbcglobal.net

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 60951896

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Jorge Arqueta	2440 Sunnyside Westchester IL 60154	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Jorge Arqueta	2440 Sunnyside	Director-President	since 2006
Aracelis Palacios	4765 N Lincoln Chicago IL	Vice President	2006
Jorge Arqueta	4765 N Lincoln Chicago IL	secretary	-2006

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Jorge Argueta
Name of Authorized Applicant/Holder Representative (please print or type)

Director
Title

[Signature]
Signature

4/15/16
Date

advancecounseling@sbcglobal.net
E-mail address

(713) 293-1770
Phone Number

Subscribed to and sworn before me
this 15 day of April, 2016

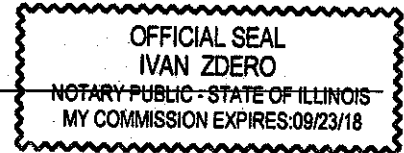
My commission expires: 09/23/18

X

Ivan Zdero

Notary Public Signature

Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

CONTRACT NO. 13-88-081B

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Avance Inc.

Address of Person Doing Business with the County: 4765 N. Lincoln Ave Ste 203/204
Chicago, IL 60625

Phone number of Person Doing Business with the County: 773-293-1770

Email address of Person Doing Business with the County: avancecounseling@sbcbglobal.net

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Jorge Argueta, Director, Phone: 847-666-7217

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: Contract 13-88-081B

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 100,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Jorge Argueta, Director (773) 293-1770

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Jorge Argueta, Director (773) 293-1770

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible
for the General
Administration of the
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Name of Agent Authorized
to Execute Documents for
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Name of Employee of
Business Entity Directly
Engaged in Doing Business
with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.


Signature of Recipient

4/15/16
Date

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 13-88-0813

County Using Agency (requesting Procurement): Cook

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Avance Inc.

Substantial Owner Complete Name: Jorge Argueta

FEIN# 36-4355783

Date of Birth:

E-mail address: avancecounseling@sbcglobal.net

Street Address: 2440 Sunny Side

City: Westchester

State: IL Zip: 60154

Home Phone: (847) 666-7217

Driver's License No:

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or **NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or **NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or **NO**

Other factors that the Person or Substantial Owner believe are relevant.
YES or **NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____

Date: 4/15/16

Name of Person signing (Print): _____

Director Jose Argueta

Title: _____

Director

Subscribed and sworn to before me this _____

15

day of _____

April

, 20 _____

16

X

Ivan Zdero

Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Avance Inc.
 Corporation's Name

473-293-1770
 Telephone

[Signature]
 Secretary Signature

Jorge Argueta
 President's Printed Name and Signature

avancecounseling@sbcglobal.net
 Email

4/15/16
 Date

Execution by LLC

 LLC Name

 *Member/Manager Printed Name and Signature

 Date

 Telephone and Email

Execution by Partnership/Joint Venture

 Partnership/Joint Venture Name

 *Partner/Joint Venturer Printed Name and Signature

 Date

 Telephone and Email

Execution by Sole Proprietorship

 Printed Name and Signature

 Date

 Telephone

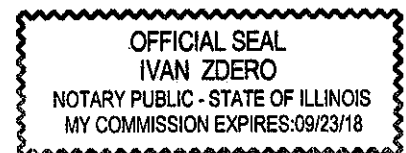
 Email

Subscribed and sworn to before me this
15 day of April, 2016.

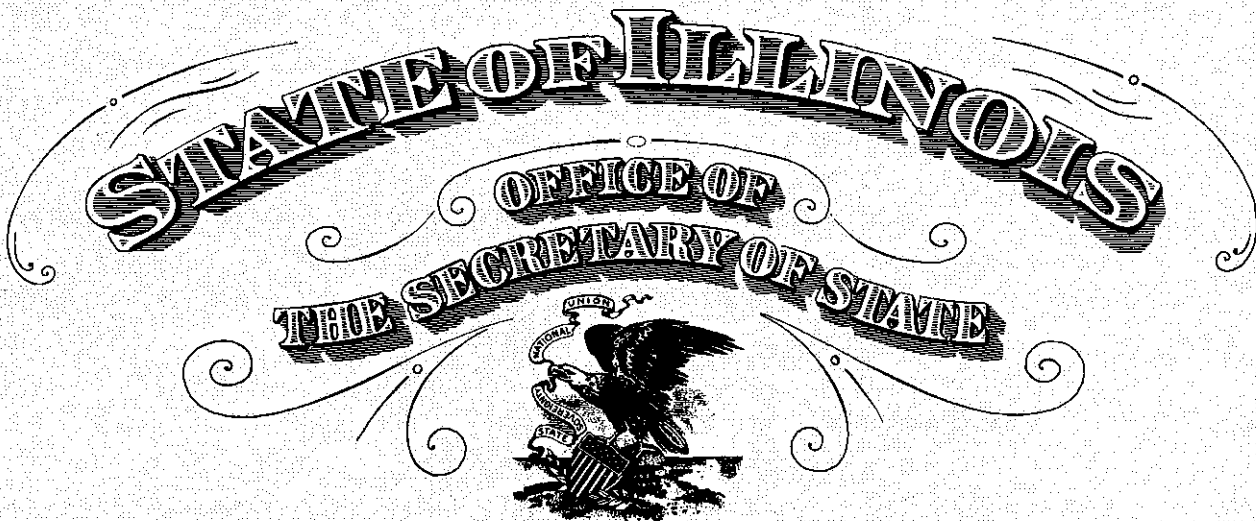
Ivan Zdero
 Notary Public Signature

My commission expires:
09/23/18

 Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

AVANCE, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 09, 2000, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 26TH day of JANUARY A.D. 2016 .

Jesse White

SECRETARY OF STATE



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

55 Water Street, 18th Floor

New York, NY 10018

PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY FOR PROFESSIONAL COUNSELOR AND HUMAN DEVELOPMENT PRACTITIONERS DECLARATIONS

ITEM	POLICY NUMBER: AHZ-102111005	RENEWAL OF: AHZ-102111004																					
1.	Named Insured: Avance, Inc.																						
2.	Mailing Address: Suite 203-204 4765 North Lincoln Avenue Chicago, IL 60625																						
3.	Policy Period: From: 10/02/2015 To: 10/02/2016 12:01 A.M. Standard Time At Location of Designated Premises																						
4.	<p>The insurance afforded is only with respect to such of the following types of insurance as indicated by specific premium charge or charges :</p> <table border="0"><thead><tr><th colspan="2"><u>COVERAGE</u></th><th><u>PREMIUM</u></th></tr></thead><tbody><tr><td>A. Professional Liability</td><td>[X]</td><td>\$1,147.00</td></tr><tr><td>B. General Liability</td><td>[X]</td><td>\$132.00</td></tr><tr><td>Terrorism Risk Insurance Act</td><td>[X]</td><td>\$0.00</td></tr><tr><td>C. Endorsements</td><td>[X]</td><td>\$113.00</td></tr><tr><td>D. Risk Purchasing Group Fee</td><td></td><td>\$0.00</td></tr><tr><td colspan="2">Total:</td><td>\$1,392.00</td></tr></tbody></table>		<u>COVERAGE</u>		<u>PREMIUM</u>	A. Professional Liability	[X]	\$1,147.00	B. General Liability	[X]	\$132.00	Terrorism Risk Insurance Act	[X]	\$0.00	C. Endorsements	[X]	\$113.00	D. Risk Purchasing Group Fee		\$0.00	Total:		\$1,392.00
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D. Risk Purchasing Group Fee		\$0.00																					
Total:		\$1,392.00																					
5.	<p align="center">LIMITS OF LIABILITY</p> <table border="0"><tr><td>\$1,000,000 Each Incident or Occurrence</td><td>\$3,000,000 in the Aggregate</td></tr></table>		\$1,000,000 Each Incident or Occurrence	\$3,000,000 in the Aggregate																			
\$1,000,000 Each Incident or Occurrence	\$3,000,000 in the Aggregate																						
6.	The Named Insured is: <input type="checkbox"/> Sole Proprietor (including Individual) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other:																						
7.	Business or Occupation of the Named Insured: Counselor																						
8.	<p>This policy is made and accepted subject to the printed conditions of this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s):</p> <p>HCPL-2016 (1/14), HCPL-2038 (11/09), HCPL-8020 (Ed. 04/14), HCPL-8101A (04/14), HCPL-8189 (1/14), HCPL-8003 (01/14), OFAC IL (09/09), HCPL-2016-9000-IL (11/09) TRIA-E003-0210, TRIA-N004-0208</p>																						
Representative Agent or Broker: Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14576 Des Moines, IA 50306-3576 1-800-503-9230																							

MEMORANDUM OF INSURANCE

Date Issued 02/29/2016

Producer

Mercer Consumer, a service of
 Mercer Health & Benefits Administration LLC
 P.O. Box 14576
 Des Moines, IA 50306-3576
 1-800-503-9230

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Company Affording Coverage

Liberty Insurance Underwriters Inc

Insured

Avance, Inc.
 Suite 203-204
 4765 North Lincoln Avenue
 Chicago IL 60625

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability MentalHS Fm Counselor	AHZ-102111005	10/02/2015	10/02/2016	Per Incident/ Occurrence	\$1,000,000
				Annual Aggregate	\$3,000,000

PROOF OF INSURANCE

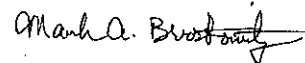
Memorandum Holder:

PROOF OF COVERAGE ONLY

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Mark Brostowitz



Client # 9107176

MEMORANDUM OF INSURANCE

Date Issued 02/29/2016

Producer

Mercer Consumer, a service of
 Mercer Health & Benefits Administration LLC
 P.O. Box 14576
 Des Moines, IA 50306-3576
 1-800-503-9230

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Company Affording Coverage

Liberty Insurance Underwriters Inc

Insured

Avance, Inc.
 Suite 203-204
 4765 North Lincoln Avenue
 Chicago IL 60625

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability	AHZ-102111005	10/02/2015	10/02/2016	Per Incident/ Occurrence	\$1,000,000
MentalHS Fm Counselor				Annual Aggregate	\$3,000,000

Memorandum Holder is added as an Additional Insured but only as respects to claims arising out of the sole negligence of the named insured subject to the terms and provisions of the policy.

Memorandum Holder:

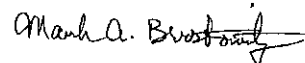
Cook County
 Procurement Office
 121 North La Salle Street

 Chicago IL 60602

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Mark Brostowitz



Client # 9107176

MEMORANDUM OF INSURANCE

Date Issued 02/29/2016

Producer

Mercer Consumer, a service of
 Mercer Health & Benefits Administration LLC
 P.O. Box 14576
 Des Moines IA 50306-3576
 1-800-503-9230

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Insured

Avance, Inc.
 Suite 203-204
 4765 North Lincoln Avenue
 Chicago IL 60625

Company Affording Coverage
 Liberty Insurance Underwriters Inc

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability MentalHS Fm Counselor	AHZ-102111005	10/02/2015	10/02/2016	Per Incident/ Occurrence	\$1,000,000
				Annual Aggregate	\$3,000,000
General Liability	AHZ-102111005	10/02/2015	10/02/2016	Per Incident/ Occurrence	\$1,000,000
				Annual Aggregate	\$3,000,000

Coverage includes General Liability occurrences at 4765 N. Lincoln Avenue Suite 203-204 Chicago, IL 60625 but only as respects to claims arising out of the sole negligence of the Persons Insured under the provisions of this policy.

Memorandum Holder:

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Mark Brostowitz

